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Attorney for Defendants

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

MICHAEL MACK; AND ESTATE OF	)	Case No.: 2:24-cv-04606-AH (JCx)
RONALD MACK; SR.	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	<b>DEFENDANT'S ANSWER TO</b>
GOLDEN TECHNOLOGIES, INC.; ET AL.	)	<b>COMPLAINT</b>
	)	
Defendants.	)	
	)	
	)	
	)	
	)	

Defendant David Morrow answers Plaintiff's Second Amended Complaint as follows:

1. Defendant admits the truth of the allegations in paragraphs 2,5,7,28,29,31,34,36, and 37.
2. Defendant lacks sufficient information and belief concerning the truth of the allegations in Paragraphs 1,3,4,6,8,10,11,12,13,14,15,16,17,18,19,20,22,23,24,25,26,27,29,30,31,32,33,35,36,37,38,40,41,42,43,44,45,46,47,48,49,51,52,53,54,55,56,57,58,59,60,62,63,64,65,66,67,68,69,70,71,73,74,75,76,77,78,79,80,81,82,83,84,86,87,88,89,90,91,92,93,94,95,96,97,99,100,101,102,103.

1 104,105,107,108,109,110,111, and 112, and on that basis, defendant denies the truth of said  
2 allegations.

3 3. In regard to the truth of paragraph 9, defendant admits that David Morrow is the owner of  
4 DJM Mobile Solutions.

5 4. In regard to the truth of paragraph 21, defendant admits that David Morrow was engaged  
6 in the business of dealing with Scooters. Defendant lacks sufficient information and belief  
7 concerning the remaining allegation of paragraph 21.

8 **FIRST AFFIRMATIVE DEFENSE**

9 **(Failure to State a Claim)**

10 5. As a first affirmative defense, this answering defendant alleges that plaintiffs' first  
11 amended complaint, and each cause of action stated therein, fails to set forth facts sufficient to  
12 constitute a cause of action against these defendants.

14 **SECOND AFFIRMATIVE DEFENSE**

15 **(Estoppel)**

16 6. As a second affirmative defense, this answering defendant alleges that plaintiffs'  
17 conduct has estopped them from any recovery pursuant to the allegations of the first amended  
18 complaint.

19 **THIRD AFFIRMATIVE DEFENSE**

20 **(Waiver)**

21 7. As a third affirmative defense, this answering defendant alleges that by virtue plaintiffs'  
22 conduct, plaintiffs have waived any right to recovery pursuant to the allegations of the first  
23 amended complaint.

**FOURTH AFFIRMATIVE DEFENSE**

**(Negligence)**

8. As a fourth affirmative defense, this answering defendant alleges that any injuries or damages claimed by plaintiffs in their first amended complaint were proximately caused by plaintiff's own negligence or carelessness.

**FIFTH AFFIRMATIVE DEFENSE**

**(Statute of Limitations)**

9. As a fifth affirmative defense, this answering defendant alleges that each and every claim alleged in plaintiffs' first amended complaint is barred by the application of the statute of limitations set forth in California Code of Civil Procedure sections 335.1, and 377.60.

**SIXTH AFFIRMATIVE DEFENSE**

**(Laches)**

10. As a sixth affirmative defense, this answering defendant alleges that plaintiffs' claims as alleged in the first amended complaint are barred by laches.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Res Judicata)**

11. As a seventh affirmative defense, this answering defendant alleges that plaintiffs' claims as alleged in the first amended complaint are barred by res judicata.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Collateral Estoppel)**

12. As an eighth affirmative defense, this answering defendant alleges that plaintiffs' claims as alleged in the first amended complaint are barred by collateral estoppel.

**NINTH AFFIRMATIVE DEFENSE**

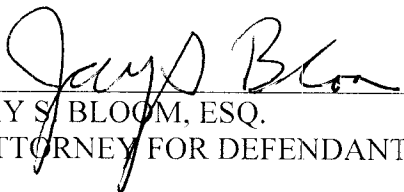
**(Assumption of the Risk)**

13. As a ninth affirmative defense, this answering defendant alleges that plaintiffs assumed

1 the risk

2 WHEREFORE, this answering defendant prays that plaintiffs, and each of them, take nothing  
3 by their action, and that this answering defendant be awarded costs of suit herein incurred,  
4 attorney's fees herein incurred, and such other and further relief as the Court may deem just and  
5 proper.

6  
7 Date: 7-2-25

  
JAY S. BLOOM, ESQ.  
ATTORNEY FOR DEFENDANTS

PROOF OF SERVICE BY MAIL AND EMAIL

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES    )

I reside in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My address is 6320 Canoga Avenue, 15<sup>th</sup> Floor, Woodland Hills, CA 91367.

On July 2, 2025, I served the foregoing document described as:

Defendant David Moreno Answer

on the interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope, first class, with postage thereon Fully prepaid, in the United States mail at Woodland Hills, California, addressed as follows:

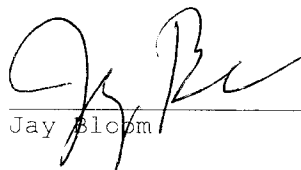
By email or electronic transmission: Based on a court order or an agreement of the partes to accept service of email or electronic transmission, I caused a copy of the above referenced document to be sent via electronic transmission from the e-mail address of jaysbloomlaw@yahoo.com.

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I declare under penalty of perjury pursuant to the laws of the United States of America and the State of California that the foregoing is true and correct and that this Proof of Service by Mail and Email was executed on July 2, 2025, in Woodland Hills, California.

  
\_\_\_\_\_  
Jay Bloom